PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports and other documents submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE) Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO). Technical correspondence addresses issues relating to work effort of the contract (i.e. requests interpretation of contractual requirements for performance) or requests approval of reports, drawings or other work products.
- (b) Patents/Technical Data Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering to Patents Clause in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office with a copy to the Ohio Field Office Chief Counsel's Office, the CO and the COR.
- (c) <u>Non-technical Administrative Correspondence</u>. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR.
- d) <u>Subject Line(s)</u>. All correspondence shall contain a subject line commencing with the contract number as illustrated below:
 - "SUBJECT: CONTRACT NO. DE-AC24-03OH20152" (Insert subject topic after contract number, e.g., "Request for Subcontract Consent").
- (e) <u>Electronic Media for Reports/Plans/Documents</u>. All required reports, plans, and other documents will continue to be submitted to DOE in hard copy, but shall also be available electronically upon written request by the DOE CO or the DOE COR. The contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language

(HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

G.2 DOE CONTRACTING OFFICER'S REPRESENTATIVE ADDRESS

The contractor shall use the COR identified in Section H, "DOE Contract Administration and Oversight", as the primary point of contact on technical matters (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of Section H, 952.242-70, "Technical Direction."

G.3 CONTRACT ADMINISTRATION

The contract will be administered by:

U.S. Department of Energy Ohio Field Office Miamisburg Closure Project Attn: Derrick J. C. Franklin, Contracting Officer P.O. Box 66 Miamisburg, OH 45343-0066

Telephone: (937) 865-5548 Fax: (937) 865-4489

Email: Derrick.Franklin@ohio.doe.gov

Future revisions of the CO or the address may be accomplished by written notification from the CO to the contractor, without a formal contract modification.

G.4 CONTRACTOR PAYMENT ADDRESS

If the contractor's payment address is different than the contractor's address specified on Standard Form 33, then provide it in the following space:

(Name)
(Address)
(City/State)
(Phone #, electronic address, and POC)

G.5 SUBMISSION OF INVOICES

- (a) <u>Cost Invoices</u>. The DOE will make payments to the contractor by electronic fund transfer not later than seven business days after receipt of an acceptable cost invoice from the contractor. The contractor may submit cost invoices, with supporting documentation, no more frequently than monthly. Cost invoices submitted shall be in accordance with Section I, 52.216-7, "Allowable Cost and Payment." The contractor is required to submit Cost Performance Reports (CPR) on a monthly basis reconciled to the monthly invoice submitted for payment. The CPR period must match that of the invoice period and must be received by the DOE within 30 days after submission of the monthly invoice.
- (b) Fee Invoices. The contractor may submit invoices for quarterly fee payments following receipt of the CO's consent to submit the invoice. Upon receipt of an acceptable invoice for fee payment, the CO will assess the need for further adjustments. Unless the CO elects to do otherwise, and as set forth below and elsewhere in this contract, fee payments will be made quarterly, within seven business days after the contractor submits an acceptable invoice. If the contractor proposes as a part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in the contract fee structure (i.e., separate additional "subcontractor fee" for teaming partners will not be considered an allowable cost under this contract).
- (c) Any basis for invoice withholding or reduction that is discovered after acceptance will be corrected on subsequent invoices. If the DOE discovers such defects, the CO will notify the individual listed in Section G.8, "Defective or Improper Invoices", in writing. The CO's written notification will explain the nature of the basis for withholding or reduction, as well as specify the dollar amount of the withholding or reduction. If there is no response from the contractor within seven calendar days to reconcile the defect, the CO shall withhold from the subsequent invoice.
- (d) Nothing in this provision shall affect the rights of either the DOE or the contractor under the Section I, 52.232-25, "Prompt Payment" clause of this contract. The DOE is not limited to seven days to notify the contractor of a defective invoice, and may notify and/or initiate withholding, or reduction until final payment to the contractor.

G.6 SPECIAL PROMPT PAYMENT PROVISIONS

- (a) As allowed in FAR 32.906(a), the CO will make payment on the seventh calendar day after receipt of a proper contract invoice request. Should the seventh day fall on a weekend day or a Federal holiday, payment will be made on the next workday. No interest will accrue if payment is later than seven days.
- (b) Any time before final payment, the CO may have the contractor's invoices or vouchers and statements of cost audited. Any payment to the contractor may be (1) reduced by amounts found by the CO not to constitute allowable costs, or (2) adjusted for prior overpayments or under payments.
- (c) In general practice, the contractor may expect that invoice review, as set forth in FAR 32 payment principles, will be performed in the 30 (28, 29 or 31) day period succeeding invoice submission so that normally corrections will be seen on the invoice following the one in which adjustments are made. It is hereby agreed and understood that the DOE's rights shall remain and are in no way limited to that initial 30-day period.

G.7 BILLING INSTRUCTIONS

The contractor shall submit vouchers in accordance with the Section I., 52.216-7, "Allowable Cost and Payment," Section G.5 "Submission of Invoices," and as follows:

(1) The contractor shall submit the original and four copies of invoices or vouchers in accordance with the payments provisions of this contract to:

United States Department of Energy - Ohio Oak Ridge Operations Office Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge, TN 37831

(2) The contractor shall submit four copies of invoices or vouchers in accordance with the payment provisions of this contract to:

U.S. Department of Energy Ohio Field Office Miamisburg Closure Project Attn: Derrick J. C. Franklin, Contracting Officer P.O. Box 66 Miamisburg, OH 45343-0066 (3) Submit one copy of the invoice to:

U. S. Department of Energy Ohio Field Office Chief Financial Officer- Financial Services Division P. O. Box 3020 Miamisburg, OH 45343-3020

G.8 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the DOE receives a defective or improper invoice. (See Clause L.17.b.3)

(To Be Inserted by Offeror)